

# Memorandum



**Date:** June 5, 2007

**To:** Honorable Chairman Bruno A. Barreiro and  
Members, Board of County Commissioners

Agenda Item No. 3(O)(23)(B)

**From:** George W. Burgess  
County Manager

**Subject:** RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO RECEIVE AND EXPEND FUNDS FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE IN THE APPROXIMATE AMOUNT OF \$1,882,787 FOR CONTINUATION OF THE JUVENILE ALTERNATIVE SERVICES PROGRAM (JASP), FOR THE MIAMI-DADE COUNTY JUVENILE SERVICES DEPARTMENT.

## **RECOMMENDATION**

It is recommended that the Board approve the attached resolution which authorizes the County Mayor or his designee to receive and expend funds from the Florida Department of Juvenile Justice in the approximate amount of \$1,882,787 for continuation of the Juvenile Alternatives Services Program (JASP), for the Juvenile Services Department (JSD); and to apply for, receive and expend additional future funds should they become available under this funded program for this purpose. The contract is for a 3 year period commencing July 1, 2007- June 30, 2010.

## **SCOPE**

The JASP project provides services Countywide to all referred eligible youth. Referrals are received from the State Attorney's Office, Department of Juvenile Justice, or the Juvenile Court according to established eligibility criteria.

## **FISCAL IMPACT/FUNDING SOURCE**

There is no fiscal impact to the County from this program. Funding in the approximate amount of \$1,882,787 from the Department of Juvenile Justice requires no County matching funds and will be used for direct services.

## **TRACK RECORD/MONITOR**

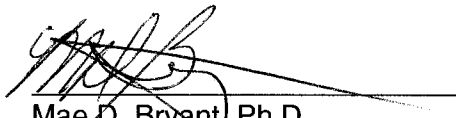
Miami Dade County has implemented the Juvenile Alternative Services Project (JASP) funded by the State of Florida since 1982. Currently, the Miami-Dade County JASP is the only one of its kind that is still funded by the Department of Juvenile Justice. Cindy Akerman, Juvenile Services Department Manager- Budget and Fiscal will be responsible for administrative oversight and monitoring of this grant.

## **BACKGROUND**

The JASP is a juvenile diversion program offering an alternative to judicial processing for first referral eligible felony and violent misdemeanor offenders. The JASP program provides individualized client needs assessments, alternative sanctions and treatment plans, case management services, community work service, coordination of restitution payments, social skills enhancement, victim/offender mediation, referrals for family and individual counseling, psycho-educational groups, referral and oversight of substance abuse treatment and monitoring of treatment plans through closing. The program utilizes a vast network of service agencies, coordinating closely with Dade County Public Schools, and the State Attorney's Office. Services are provided in office locations throughout the County, as well as through home, school, and field visits.

Honorable Chairman Bruno A. Barreiro  
And Members, Board of County Commissioners  
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The JASP program is a component of the diversion continuum of services offered by the Juvenile Services Department. The unit cost is approximately \$324.00 per youth and family served.



Mae D. Bryant, Ph.D.  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** June 5, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 3(O)(23)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☒ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 3(O)(23)(B)  
06-05-07

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO RECEIVE AND EXPEND FUNDS FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE IN THE APPROXIMATE AMOUNT OF \$1,882,787 FOR CONTINUATION OF THE JUVENILE ALTERNATIVE SERVICES PROGRAM (JASP), FOR THE MIAMI-DADE COUNTY JUVENILE SERVICES DEPARTMENT; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE, AMEND AND EXTEND SUCH CONTRACTS AND AGREEMENTS AS REQUIRED; AND TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUTURE FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM FOR THIS PURPOSE

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes the County Mayor or his designee to receive and expend funds from the Florida Department of Juvenile Justice in the approximate amount of \$1,882,787 for the continuation of the Juvenile Alternate Services Program (JASP) for the Juvenile Services Department; authorizes the County Mayor or his designee to execute such contracts, Letters of Agreement (LOA), and amendments to the agreement as are required following their approval by the County Attorney's Office, to execute such other contracts as will serve to further the purposes described in the funding request, following their approval by the County Attorney's Office; to expend any and all monies received for the purposes described in the funding request; to apply for, receive and expend additional future funds should they become available under this program for this purpose; to file and execute any necessary amendments to the agreement for and on behalf of Miami-Dade County; and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and  
adopted this 5th day of June, 2007. This resolution shall become effective ten (10)  
days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall  
become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. MD

Mandana Dashtaki

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**CONTRACT BETWEEN**  
**STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE**  
**AND**  
**MIAMI-DADE COUNTY JUVENILE SERVICES DEPARTMENT**

**THIS CONTRACT** is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE** ("Department"), whose address is **2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100** and **MIAMI-DADE COUNTY JUVENILE SERVICES DEPARTMENT** ("Provider"), whose address is **275 NW 2<sup>nd</sup> STREET, SECOND FLOOR, MIAMI, FLORIDA 33128** to provide a **JUVENILE ALTERNATIVE SERVICES PROGRAM (JASP) IN CIRCUIT 11**.

In consideration of the mutual benefits to be derived here from, the Department and Provider do hereby agree as follows:

**I. PERFORMANCE**

- A. The Department does hereby retain the Provider to provide a juvenile alternative services program (JASP) in Circuit 11, as defined herein, and the Provider does hereby agree to perform such services, pursuant to the terms and conditions set forth in this Contract, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. Any reference to "Contract" within this document means this Contract document, Scope of Services, and any attachments and exhibits. All references to "days" refer to calendar days, and all references to "year" refer to 365 days, unless otherwise specified. The parties agree that the Department is not liable for payment for any extra day created by leap year, but is only responsible for payments as specified in section II below.
- B. The Provider shall perform the services in a proper and satisfactory manner as determined by the Department. The Provider shall supply any and all equipment, products or materials necessary to perform this Contract, unless otherwise specified herein.
- C. The Provider shall perform as an independent contractor and not as an agent, representative or employee of the Department.
- D. This Contract is exempt from competitive procurement under section 287.057(5)(f), Florida Statutes.

**II. COMPENSATION**

- A. Contract Amount  
The Annual Maximum Contract Dollar Amount of this Contract shall not exceed \$627,595.80. The Maximum Contract Amount shall not exceed \$1,882,787.40.
- B. Method of Payment
  - 1. The Department will pay the Provider on a fixed price basis in the amount of \$52,299.65 monthly, upon receipt of a properly itemized invoice.
  - 2. A properly prepared invoice shall be submitted directly to the Contract Manager within ten (10) business days following the end of the month for which services were rendered.
- C. Legislative Appropriation  
The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- D. Submission of Invoice, Invoice Process and Interest Rate
  - 1. As consideration for the services rendered by the Provider under this Contract, the Department will pay the Provider on a monthly basis in arrears. Each invoice submitted must be in detail sufficient for a proper pre-audit and post-audit thereof, pursuant to section 287.058(1)(a), Florida Statutes. The Provider shall not receive payment for services rendered prior to the execution date of this Contract.
  - 2. Pursuant to section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) business days, unless otherwise specified herein, to inspect and

approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and thereafter the Department of Financial Services is given ten (10) days to issue a warrant. The twenty (20) days are measured from the latter of the date the invoice is received or services received, inspected and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices that have to be returned to a Provider for correction(s) will result in a delay in the payment.

3. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the agency or judicial branch shall pay to the Provider, in addition to the amount of the invoice, interest at a rate established pursuant to section 55.03(1), Florida Statutes, on the unpaid balance from the expiration of such forty (40) day period until such time as the warrant is issued to the Provider. Such interest shall be added to the invoice at the time of submission to the Comptroller for payment whenever possible. The provisions of this paragraph apply only to undisputed amounts for which payment has been authorized.

E. Final Invoice

The Provider shall submit the final invoice for payment to the Department no more than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department- furnished property.

F. Reduction of Payments

The Department may reduce the amount of any payment after: (1) determining the Provider's failure to perform the services required by the Contract; (2) preparing written findings substantiating the Provider's failure to perform; and (3) notifying the Provider of the proposed reduction of the payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.

G. Supplemental Expenditure

The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure that the Provider failed to have made under the Contract, to assure all contracted services will remain available if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but not be limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring a program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of an adjustment (offset) to an invoice otherwise payable to the Provider under the Contract. Payment of the cost described above shall not relieve the Provider of the duty of full performance under the Contract.

H. Travel Reimbursement

Where itemized payment for travel expenses are permitted in this Contract, bills shall be submitted in accordance with section 112.061, Florida Statutes.

I. Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 800-848-3792.

**III. CONTRACT TERM AND RENEWAL**

- A. This Contract shall begin on **July 1, 2007**, or upon execution by both parties (whichever is later) and end at midnight on **June 30, 2010**, inclusive. The Provider shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract.
- B. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed 3 years total. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, the Provider's compliance with the Department's policies and procedures, subject to the availability of funds and other factors deemed relevant by the Department.

**IV. SCOPE OF SERVICES****A. Overview**

- 1. The Juvenile Alternative Services Program (JASP) shall be designed to divert youth who have been charged with a delinquent act from judicial handling and is based on a case management model.
  - a. The goal of JASP shall be to reduce formal judicial handling, decrease probation caseloads, and promote public safety.
  - b. JASP shall provide a system by which juveniles who commit certain offenses may be handled expeditiously and held accountable for their delinquent behavior.
- 2. JASP shall use a balanced approach combining sanctions and services, which address the needs of the youth, family, and the victim.
  - 1. Required sanctions shall be based on the youth risks and needs identified in the Individualized Service Plan.
  - 2. Sanctions may include community supervision, community service hours, restitution, urinalysis, and volunteer services.
  - 3. Services may include victim mediation and awareness, counseling, teen pregnancy prevention, parent education, law and educational programs, crisis intervention, anger management courses, and follow up services.
  - 4. All sanctions and services shall be consistent with the youth's needs and clearly outlined in the youth's Individualized Supervision Plan (ISP).
  - 5. This program will serve girls and boys who have allegedly committed a delinquent act and have been diverted to an alternative program instead of judicial intervention.

**B. Eligibility and Admissions**

- 1. The Provider shall serve all girls and boys referred by the Department, the State Attorney's Office or the court who have allegedly committed a delinquent act.
  - a. The Provider shall accept all Department referrals.
  - b. Youth participation in program is voluntary.
  - c. Admission shall be open to any youth under the age of eighteen (18).
  - d. The Provider shall notify the State Attorney's Office if the youth declines JASP services within 72 hours of decline.
- 2. Only youth who reside in Circuit 11, Miami-Dade County, Florida are eligible to participate in the program.
- 3. The Provider shall conduct an initial intake, unless previously completed by the Department, with the youth and the parent(s)/guardian(s) to determine the risk and needs of the youth and his/her family.
- 4. The Provider shall begin services to each referred youth within five (5) working days of receipt of referral.
- 5. The Provider shall provide an agreement to the youth and parent(s)/legal guardian(s) for signature that they agree to participate in JASP and agree to the assigned sanctions/services. The signed agreement shall be retained in the youth's file.



6. JASP admission criteria shall include, but not be limited to: any misdemeanor with a prior adjudication, second time misdemeanor, with prior adjudication, first time felony offenders (of the third degree), and violent first-degree misdemeanors.
7. Youth referred to JASP shall meet probation criteria and/or have a minimum of four (4) extensive services needs, except those assessed to be a high risk to public safety.
  - a. Those assessed to be a risk to public safety shall be referred to a more appropriate program.
  - b. First time misdemeanants may be referred if they have a minimum of four (4) extensive service needs such as:
    - 1) extensive substance abuse;
    - 2) school problems (truancy or suspension);
    - 3) family dysfunction;
    - 4) housing, running away; or
    - 5) other behavioral or mental health problems.
8. Sanctions and services provided to the youth and family shall be based on risk and individual needs and detailed in the youth's ISP Plan.
9. No youth who meets the admission criteria and who is referred by the Department shall be denied.
10. The Provider shall obtain prior written authorization of the Chief Probation Officer in Circuit 11, or designee, to provide services to any youth for longer than ninety (90) days.

C. Manner Of Services

1. The Provider shall complete a Needs Assessment that shall be a summary of available information used to direct the youth's individualized performance plan while participating in JASP, for each youth within five (5) days of receipt of referral.
2. The Needs Assessment shall include a systematic review of the following, at a minimum:
  - a. family history as documented by interviews with the youth and the parent/guardian;
  - b. A review of education levels;
  - c. A review of employment or vocational skill needs;
  - d. A review of physical health needs;
  - e. A review of mental health needs as documented in evaluations and assessments;
  - f. A review of sexually deviant behavior and previous treatment for sexual problems;
  - g. A review of social skills and life skill needs as documented by interviews with the youth and the parent/guardian, if available and as detailed in evaluations and/or assessments;
  - h. A review of thoughts of the youth and family as documented through interviews with youth and family; and
  - i. A review of the need for community service hours.
3. The Provider shall complete an Individualized Supervision Plan (ISP) for each youth served within 14 days of receipt of referral.
  - a. The ISP shall, at a minimum, include:
    - 1) Type of service to be provided (counseling, education/vocational needs; contacts; social skills; case management services);
    - 2) Type of sanctions to be completed prior to successful completion of JASP (community service, restitution, curfew compliance);
    - 3) Anticipated length of stay in the program;
    - 4) Documentation the youth and the parent/guardian are involved in the development of the ISP;
    - 5) Measurable goals with time frames for completion; and
    - f. The responsibility of the youth and the program

- b. A review of each ISP shall be conducted every thirty (30) days by the case manager with the youth and the parent/guardian, the Department, and each community service agency providing service to the youth.
  - c. The Provider shall ensure supervisor review of each JASP participant is conducted every forty-five (45) days to ensure the provision of services as detailed in this Contract and the youth's ISP.
  - d. Progress or lack thereof shall be noted on the ISP along with consequences for failure to comply.
  - e. Supervisory review for youth cases extended beyond 90 days shall occur every 30 days.
4. The Provider shall ensure that:
- a. The ISP shall include sanction tasks and service sanctions consistent with the youth's risk and needs assessment.
  - b. All sanction tasks and service sanctions must reflect a balanced and restorative justice approach and address the needs of the juvenile, victim, and community.
  - c. Required sanction tasks and service sanctions are based on public protection and the juvenile's needs are identified in the ISP.
  - d. A recommendation to the State Attorney shall be completed and referred to the state attorney requesting the case be handled non-judicially and referred to JASP with the recommended sanction tasks and service sanctions.
  - e. Sanction Tasks
    - 1) Community Service Hours
      - a) The type of work and number of hours shall be determined by the Department's Intake Unit or the Provider, according to the age of the youth, seriousness of the offense and the attitude of the youth.
      - b) The type of work shall enhance the youth's positive development, and, when appropriate, be scheduled at a time that enhances public safety.
      - c) Community service work verification shall include the number of hours performed and /or any restitution as set by the Office of the State Attorney or by order of the Court.
      - d) The Provider shall identifying age appropriate community service work opportunities, coordinate assignment of youth to work sites, document all case activity in the youth's case file, and complete all required reports relating to the youth's community service work.
      - e) The Provider shall provide supervision of youth at community service work site and transportation, when necessary.
    - 2) Restitution
      - a) The Provider shall work with the youth to develop a restitution plan.
      - b) This may include helping to obtain and maintain employment.
      - c) The Provider shall also develop a mechanism to collect, track, and disburse restitution owed to the victim(s).
      - d) The Provider shall refer age appropriate youth to vocational and employment related community services agencies.
    - 3) Community Observation
      - a) Provider staff shall conduct one (1) home visit for youth whose case has been closed within thirty (30) days and

- two (2) home visits for youth who are supervised over thirty (30) days.
  - b) Home visits shall be a service contact whereby the case manager provides documented, meaningful interaction of significant duration with youth and/or family relating to participation in JASP.
  - c) Contact shall be detailed in the chronological notes section of the youth file.
  - d) The Provider shall also conduct community observation surveillance contacts (including school, work site, or out-of-office visits) designed to provide supervision and support and to determine if any additional services may be needed for the youth and family.
  - e) The Provider shall determine the level of supervision the youth requires and detail a contact schedule in the youth Service Plan.
- 4) Urinalysis monitoring
  - a) The Provider, the Department, the State Attorney, or the court may request the youth be monitored periodically for any substance abuse involvement.
  - b) The Provider shall submit a copy of these results to the requesting party within three (3) working days of receipt.
- 5) Curfew
  - a) The Provider, the Department, the State Attorney, or the court may assign a specific curfew for the youth to abide by.
  - b) The Provider shall ensure the youth is in compliance with this sanction by conducting and documenting curfew checks.
  - c) Curfew checks should be both physical and telephone surveillance contacts.
- f. Service Sanctions shall include:
  - 1) Individual, group, or family counseling/guidance
    - a) The Provider shall provide limited counseling or guidance to the youth and his/her family.
    - b) If the Needs Assessment indicates the family has serious problems requiring extensive therapy, the Provider shall assist and refer the family to an appropriate mental health services agency.
    - c) The Provider shall document the youth's attendance and progress in the youth's file.
    - d) The Provider shall screen each youth admitted to JASP for substance abuse and mental health needs as part of the initial assessment.
    - e) All youth, if indicated on the preliminary screening, shall be provided with opportunities for counseling services as a component of the treatment process.
  - 2) Educational Training
    - a) The Provider shall make available or refer youth to training courses, which may include: law education, parenting or life skills.
    - b) The Provider shall document attendance and progress and completion of participation.
  - 3) Volunteers
    - a) The Provider may use volunteers as mentors or tutors for youth.

- b) A background screening must be completed for all volunteers prior to serving youth and in accordance with the policy of the Department's Office of the Inspector General.
  - 4) Vocational Training
 

The Provider shall utilize the resources of the community to assist the youth in developing job and interview skills necessary for employment.
  - 5) Anger Management
    - a) The Provider shall recommend and refer youth for counseling and guidance to deal with anger in a positive direction instead of physically or verbally acting out in a manner harmful to him/herself or other.
    - b) The Provider shall document referral, attendance, progress and completion of this counseling by the youth.
  - 6) Family Services
    - a) As part of the youth's Needs Assessment, the Provider shall determine the needs of the youth and his/her family and make appropriate referrals.
    - b) The Provider shall document referral, attendance, progress and completion of this counseling by the youth and the family.
  - 7) Educational Component
    - a) The Provider shall assist the youth in enrolling in school, GED courses, tutoring, and/or specialized classes.
    - b) The Provider shall document referral, progress and completion (if applicable) by the youth.
    - c) Vocational and job-training services shall be provided in accordance with the youth's age, aptitudes, interests and skills for the purpose of enhancing employability.
    - d) The Provider shall develop and maintain a cooperative relationship between the Provider and the local school board, area vocational and technical schools, and local businesses and business organizations.
  - 8) Case Management Services
    - a) The Provider shall refer all youth found to be in need of additional services to treatment agencies, which provide crisis intervention and outpatient services as indicated in and specified by the screening instruments, comprehensive evaluations and other available resources.
    - b) The Provider shall coordinate services, verify service delivery, case consultation and participation in client/family conferences as specified in the ISP and appearances in court as ordered by the court and/or requested by the Department.
- 5. Field Notes shall be maintained for each youth that shall legibly record all contact with the youth, the parent/guardian, the Department, the State Attorney's Office, and/or community service agencies providing services to the youth.
  - a. All documentation shall be kept current, contain basic demographic information and use Department uniform codes.
  - b. Each youth file shall contain, at a minimum, the following documents:
    - 1) Arrest Report or Juvenile Complaint Report;
    - 2) Waiver of Speedy Trial;
    - 3) Signed and approved recommendation of the State Attorney OR direct referral from the State Attorney;
    - 4) Update JJIS Face Sheet; and

- 5) JASP Referral Sheet
6. Program Completion
  - a. The Provider shall ensure each youth is completing JASP is categorized as either a successful, unsuccessful, an administrative transfer termination.
  - b. Youth shall be released from JASP as follows:
    - 1) Successful  
Youth who have successfully met each service and sanction requirement detailed in the Service Plan and who have acquired no new confirmed charges.
    - 2) Unsuccessful
      - a) After a period of three (3) months, youth who have failed to comply with the service and sanction requirements detailed in the ISP.
      - b) This may include not attending school/GED classes, failure to participate/attend counseling sessions; failure to complete community service hours; not adhering to curfew restrictions; and positive drug tests.
      - c) Failure shall be detailed in the 30-day reviews with youth and parent/legal guardian and the 45-day supervisory review of the youth file.
      - d) The Provider shall immediately notify, in writing, the Department's assigned Juvenile Probation Officer and the State Attorney's Office when a case is terminated unsuccessfully.
    - 3) Administrative transfer  
Youth who have successfully met each service and sanction requirement detailed in the Service Plan, but whose case needs to be kept open to fulfill restitution.
- D. Staff Requirements and Training
  1. Case Managers shall possess, at a minimum, a bachelor's degree in social services, criminal justice or related field from an accredited four-year college or university, and two (2) years documented experience working with delinquent youth. Documentation of qualifications shall be maintained in the employee's personnel file.
  2. Provider staff must complete, a background screening through the Department's Office of the Inspector General prior to contact with Department youth.
  3. Provider staff must be trained in accordance with the Department's training policy.
  4. Training must be job specific and at a minimum include the following topics:
    - a. Safeguarding Client Confidentiality;
    - b. First-Aid, CPR;
    - c. Child abuse and/or neglect
    - d. The Department's Central Communication's Center and incident reporting procedures;
    - e. Protective Action Response (PAR).
  5. Each employee shall receive twenty-four hours of training, annually, after the first year of employment.
    - a. Topics may include, but are not limited to case management skills, performance planning, human relations, communication skills, problem-solving, group dynamics, or behavior management.
    - b. Written documentation of receipt of training shall be maintained in the employee's personnel file.
  6. Supervisory staff must complete eight hours of annual training in areas of management and employee supervision.
- E. Service Delivery Location
  1. The Provider shall maintain JASP offices at the following locations:
    - a. 16405 Northwest 25<sup>th</sup> Avenue, Miami, Florida 33054

- b. 275 Northwest 2<sup>nd</sup> Street, Miami, Florida 33128
- c. 10710 Southwest 211th Street, Suite #106, Miami, Florida 33189
- 2. Each office shall have space to conduct private interviews with youth and family, and a secure space to maintain confidential youth files.

F. Department Responsibilities

- 1. The Department will forward referrals for services to the Provider, upon approval of the State Attorney's Office. This shall include, but not be limited to, referral for services (from the Department or the State Attorney's Office), current JJIS face sheet, pre-disposition report if complete, relevant assessments and/or evaluations for the youth (with authorization to release), and current consent for treatment.
- 2. The Department will assign a Juvenile Probation Officer to each offender receiving services from the Provider, who will act as a services liaison. Approvals for exceptions to services guidelines will be made by the CPO or designee.

G. Deliverables

- 1. The Provider shall submit to the Department's assigned Juvenile Probation Officer a monthly **Youth Client Census** report of all youth participating in JASP. The report shall detail at a minimum, the youth name and DJJID, date of referral, date of admission, date of Service Plan, anticipated date of completion, and charge(s).
- 2. The Provider shall submit to the Department's assigned Juvenile Probation Officer a quarterly **Service Referral Detail** listing referrals to community service agencies. The report shall capture the youth name and DJJID, agency providing service, and type of service.
- 3. The Provider shall document quarterly contact with key management staff for community service agencies, schools, local law enforcement, and other appropriate agencies providing services to youth participating in, or expected to, JASP (**Community Partnership Summary**).
- 4. The Provider shall document all efforts to recruit, train, and involve volunteers and/or mentors in JASP. Volunteers and mentors must consent to the Department's background screening, in accordance with section 985.407, Florida Statutes.
- 5. The Provider shall submit a quarterly **Progress Report** to detailing each youth participating in JASP for the quarter, DJJID, date of referral, date of admission, date of completion (if applicable), compliance with service/sanction goals, and case manager.
- 6. The Provider shall conduct an **Outcome Evaluation Study** of JASP, which captures, at a minimum, the following variables: total youth beginning July 1, 2005 through current, age of participants, gender, race, type of offense, recidivism (defined as referral to law enforcement for alleged criminal behavior), type of re-offending offense, length of stay, type of services received, etc.

H. Performance Specification/Performance Measures

- 1. **75%** of all youth served shall successfully complete the Program. Successful completion shall be adherence to and completion of all requirements captured on the youth's Performance Plan.
- 2. **100%** of all youth referred shall be accepted.

I. Reports

The Provider shall submit the following reports throughout the term of this Contract and any renewals:

Report Title	Frequency	Due Date	Recipient
Invoice	Monthly	Tenth day of the following month for which services were rendered	Contract Manager
Youth Client Census	Monthly	Tenth day of the following month for which services were	Contract Manager

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		rendered	
Service Referral Detail	Quarterly	With invoice prior to: October 10, 2005 January 10, 2006 April 10, 2005 July 10, 2006	Contract Manager Assigned Juvenile Probation Officer
CMBE	Monthly	10 <sup>th</sup> day of the following month for which services were rendered	Contract Manager
Progress Report	Quarterly	October 10, 2005 January 10, 2006 April 10, 2005 July 10, 2006	Contract Manager
Community Partnership Summary Report	Quarterly	With invoice prior to: October 10, 2005 January 10, 2006 April 10, 2005 July 10, 2006	Contract Manager Assigned Juvenile Probation Officer
Inventory	Contract Start, Annually, and at Contract Termination	With July 2005 invoice With June 2006 invoice	Contract Manager
Outcome Evaluation Study	Annually	December 31	Contract Manager
Florida Single Audit Act Audit (Exhibit 6)	Annually		Contract Manager and Office of Auditor General
Ad Hoc	As requested	As requested	As requested

**V. GOVERNMENT LIABILITY CLAUSE**

The Provider does hereby agree to indemnify and hold harmless the Department to the extent and within the limitations of section 768.28, Florida Statutes, subject to the provisions of that statute whereby the Provider shall not be held liable to pay a personal injury or property damage claim or judgment or portions thereof which, when totaled with all other occurrence, exceed the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the Provider. However, nothing herein shall be deemed to indemnify the Department from any liability or claim arising out of the negligent performance or failure of performance of the Department or any unrelated third party.

**VI. TERMINATION**

**A. Default**

The Department may terminate this Contract in part or whole, upon notice to the Provider for default. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).

**B. Department Convenience**

The Department may terminate this Contract in part or whole, without cause and for its convenience upon no less than thirty (30) days written notice to the Provider, unless both parties mutually agree in writing to a different notice period.

**C. Provider Convenience**

This Provider may terminate this Contract without cause and for its convenience upon no less than ninety (90) days written notice to the Department, unless both parties mutually

agree in writing to a lesser notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period.

- D. Termination for Health, Safety or Security Issues  
The Department may terminate this contract, in part or in whole, upon thirty (30) days written notice to the Provider for issues that affect the health, safety or security of youth in the care, custody and control of the Provider or Provider staff.
- E. Lack of Funding  
In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider. The Department shall be the final authority as to the availability of funds.
- F. Employment of Unauthorized Aliens  
The employment of unauthorized aliens by the Provider is considered a violation of Section 274A of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Provider shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
- G. Refusal to Allow Public Access to Records  
This Contract may be unilaterally canceled by the Department for refusal by the Provider to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119.07, Florida Statutes, and made or received by the Provider in conjunction with this Contract.

## VII. FINANCIAL AND AUDIT REQUIREMENTS

- A. All contracts with the Department are classified as either Recipient/Sub-Recipient, FSAA Exempt, or Vendor contracts. The Department will determine the program's classification using the Florida Single Audit Checklist for Non-State Organizations.
- B. State Funded Recipient Contracts
  - 1. The Provider shall provide to the Department and to the Office of the Auditor General, a financial and compliance audit, pursuant to section 215.97, Florida Statutes and Rule 10.650, Rules of the Auditor General, if state expenditures with the Provider exceed \$500,000 from all state agencies in one fiscal year.
    - a. This audit shall be submitted within 180 days after the end of the Provider's fiscal year. Information regarding this audit is specified in Exhibit 6, AUDIT COMPLIANCE CHECKLIST - available at: <http://www.djj.state.fl.us/providers/contracts/index.html>.
    - b. The Catalogue of State Financial Assistance number for this program is 80.022.
  - 2. All expenditures under this Contract shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to the Reference Guide for State Expenditures
  - 3. The Provider shall charge this Contract only with allowable costs resulting from obligations incurred during the term of the Contract.
  - 4. The Provider shall refund to the State, any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period.
- C. Accounting Requirements for Recipients and Sub-Recipients of State Financial Assistance (IF APPLICABLE)
  - 1. The Recipient shall establish and utilize accounting mechanisms and records in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect, track, and document, the receipt, investment, expenditure, and disbursements to Sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Agreement.  
Where the Recipient in its accounting mechanisms and records relies on reports and information from Sub-recipients, the Recipient shall have required and assured that



such reports and information are based upon accounting mechanisms and records established and maintained by Sub-recipients in accordance with generally accepted accounting procedures and practices, which fully and accurately reflect and track receipt, investment, and expenditure or refund of all grant funds disbursed to those Sub-recipients, and which fully and accurately reflect, track, and document satisfaction of all matching requirements under this Agreement.

2. Co-mingling by the Recipient or Sub-recipients of state funds with any other funds is strictly prohibited. The Recipient and Sub-recipients shall establish and maintain accounting records for funds and shall account for such for funds on a basis separate and apart from other funds and activities of the Recipient and Sub-recipients.
3. The Recipient shall maintain and shall ensure that Sub-recipients for their activities maintain, sufficient documentation of all expenditures of funds (e.g. detailed invoices, cancelled checks, payroll detail, bank statements, etc.) as will establish that expenditures are allowable under the contract and applicable laws rules, and regulations; and are reasonable and necessary for the purpose of fulfilling obligations under this Contract.

D. Federal Financial Assistance

Contracts that are funded, in whole or in part, by federal financial assistance require the following, as applicable:

1. Compliance with OMB Circular A-133 – Audits of States, Local Governments and non-Profit Organizations
2. Compliance with OMB Circular A-21 – Cost Principles for Educational Institutions (2 CFR, Part 220); A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 CFR, Part 225); or A-122 – Cost Principles for Non-Profit Organizations, as appropriate (2CFR, Part 230)
3. Compliance with OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
4. Compliance with OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (2 CFR, Part 215)
  - a. This circular also applies to sub-awards made by state and local governments to organizations covered by the circular and provides that:
    - 1) A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.
    - 2) Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
    - 3) Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government.

E. Vendor Contracts - MyFloridaMarketPlace Transaction Fee

1. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), F.S., (2002), all payments made on vendor contracts shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.
  - a. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
  - b. The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the

- vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.
- c. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
2. On a monthly calendar basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State agreements using Form PUR 3776 (08/04), which is hereby incorporated by reference.
- a. The vendor shall report (i) the total amount of payments received against State agreements during the reporting period (excluding Purchasing Card transactions occurring after June 30, 2004), (ii) the portion of that total that is exempt from the Transaction Fee pursuant to Rule 60A-1.032, F.A.C., (iii) the amount of Transaction Fees that have been automatically deducted by the system, and (iv) the amount of Transaction Fees that have been billed by the system but not automatically deducted.
  - b. With its report, the vendor shall include payment of any Transaction Fee amounts due for the reporting period that have not been automatically deducted. Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).
  - c. A report is required only when fee-eligible payments have been received during the reporting period (no report is required if all payments are exempt from the Transaction Fee); provided, however, that if total Transaction Fees due are less than \$50, a vendor may carry over the balance to the next reporting period.
  - d. All information provided by the vendor is material and will be relied upon by the Department in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.

## VIII. RECORDS REQUIREMENTS

- A. Record Retention  
The Provider shall maintain books, records, and documents (including electronic storage media), for a minimum of five (5) years, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract. The Provider shall assure that these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. Duplication and Transfer of Records  
Upon completion or termination of the Contract, the Provider shall cooperate with the Department to facilitate the duplication and transfer of the records or documents during the required retention period.

**IX. CONTRACT MANAGERS AND NOTICES**

- A. Listed below are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for appropriate action or disposition. Any and all notices shall be delivered to the parties at the following addresses:
- | <u>Provider</u>  | <u>Department</u>  |
|--|--|
| Wansley Walters, Director  | Ralph E. Silverstein, Contract Manager   |
| Miami-Dade County Juvenile   | Department of Juvenile Justice   |
| Services Department  | 201 West Broward Boulevard, Suite 208  |
| 275 NW 2 <sup>nd</sup> Street, Second Floor  | Fort Lauderdale, Florida 33301   |
| Miami, Florida 33128   | Telephone: (954) 713-3154  |
| Telephone: (305) 755-6262  | E-Mail address: <a href="mailto:Ralph.Silverstein@djj.state.fl.us">Ralph.Silverstein@djj.state.fl.us</a> |
| E-Mail address: <a href="mailto:wansley.walters@miamidade.gov">wansley.walters@miamidade.gov</a> |  |
- B. After execution of this Contract, any changes in the information contained in this section will be provided to the other party in writing, shall be sent by United States Postal Service or other delivery service with proof of delivery, and a copy of the written notification shall be maintained in the official Contract record.
- C. All notices required by this Contract or other communication regarding this Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

**X. GENERAL TERMS AND CONDITIONS**

- A. Governing Law and Venue  
This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
- B. Rights, Powers and Remedies  
No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
- C. Third Party Rights  
This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
- D. Civil Rights
1. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
  2. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- E. P.R.I.D.E  
It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes, and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.

12425 28<sup>th</sup> Street North, Suite 103

St. Petersburg, Florida 33716

Telephone (727) 572-1987

F. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, procedures, and Quality Assurance standards that are in effect on the date that this Amendment is fully executed.
2. The Provider is not responsible for complying with subsequent changes to Department policies, procedure, or Quality Assurance standards that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.
3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.
4. Any and all waivers of Department policies, procedures, manuals, and/or Quality Assurance standards shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties.

G. Lobbying

The Provider shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch or a state agency.

H. Convicted Vendor List

A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List pursuant to section 287.133, Florida Statutes, following a conviction for a public entity crime may not submit a proposal or bid on a contract to provide any goods or services to the Department, and may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with the Department, and may not transact business with the Department (in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

I. Discriminatory Vendor List

In accordance with sections 287.094 and 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:

1. May not submit a bid on a contract to provide goods or services to a public entity;
2. May not submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. May not submit bids or leases of real property to a public entity;
4. May not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
5. May not transact business with any public entity.

J. Americans With Disabilities Act Requirement

The Provider shall not exclude anyone from participating in; deny anyone the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. The Provider shall comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

K. Copyrights and Right to Data

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the State.

L. Assignments and Subcontracts

The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department. The Provider shall ensure that contracts with its subcontractors do not conflict with to the terms and conditions of this contract. Approval by the Department of assignments or subcontracts shall not be deemed in any event to provide for the Department incurring additional any obligations under this Contract. Also, approval by the Department of any subcontracts shall not relieve the Provider of the requirements of this Contract. The Department shall monitor the terms and conditions of the assignment or subcontract to ensure compliance.

M. Environmental Protection

1. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of sections 403.7065 and 287.045, Florida Statutes.
2. The Provider shall comply with Rule 62-730.160, Florida Administrative Code, regarding the production and handling of any hazardous waste generated under this Contract.

N. Products Available from Blind or Other Handicapped (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

O. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Miami-Dade County Juvenile Service Department* and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve the Provider from its responsibility under the Contract, for the health, safety and welfare for the youth assigned to it by the Department.

Q. Insurance

The Provider, a political subdivision of the State as defined in section 768.29, Florida Statutes, shall furnish the Department, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

- R. Information Resource Request  
The Provider shall receive written approval from the Department prior to the purchase of Information Resource Request (IRR) components used in the performance of contractual obligations under this Contract when the cumulative total cost is equal to or greater than five hundred dollars (\$500.00). The Provider shall secure written approval by means of a Department IRR form before the purchase of information technology components. The Contract Manager will serve as the liaison between the Provider and the Department's Management Information System (MIS) bureau during the completion of the IRR process. The IRR form is available in the Department's Forms Library.
- S. Inspector General Requirements  
Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervising and coordinating audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency in the administration of, or preventing and detecting fraud, waste, and abuse in its programs and activities.
- T. Background Screening  
The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider shall comply with the requirements for background screening as mandated in section 985.01, Florida Statutes. Failure to comply with the Department's background screening procedure may result in cancellation of the Contract.
- U. Suspension of Work  
The Department may in its sole discretion suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice. Within ninety days, or any longer period agreed to by the Provider, the Department shall either (1) issued a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Provider to any additional compensation.
- V. Monitoring  
The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and interview any clients and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its comments regarding the manner in which said goods or services are being provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the comments, or provide the Department with a reasonable and acceptable justification for not correcting the noted shortcomings. The Provider's failure to correct or justify within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.
- W. Quality Assurance Standards
1. The Department will evaluate the Provider's program, in accordance with section 985.412, Florida Statutes, to determine if the Provider is meeting minimum thresholds of performance pursuant to quality assurance standards.
  2. The provider shall achieve and maintain at least an overall performance rating in the "minimal" range for applicable quality assurance standards. Failure to achieve at least an overall performance rating in the "minimal" range shall cause the Department to conduct a second quality assurance review, within six (6) months. Such failure shall cause the Department to cancel the provider's contract unless the provider achieves compliance with minimum thresholds within six (6) months or unless there are documented extenuating circumstances. In addition, the Department may not contract with the same provider for the canceled service for a period of twelve (12) months."

3. The Provider shall participate in a minimum of one on-site quality assurance review in another judicial circuit during the Contract year for each program operated by the Provider. The Provider shall ensure that all staff participating in quality assurance reviews are at the management or supervisory level and have a minimum of a Bachelor's Degree unless a waiver request has been submitted and approved by the Department. All staff participating in quality assurance reviews must successfully complete the Quality Assurance Peer Reviewer Certification training. Participation in the training shall be at the Provider's expense.
  4. The results of Quality Assurance reviews and final scores do not relieve the Provider of its responsibility for compliance with other provisions in this contract. A passing Quality Assurance Review score is not the equivalent of contract compliance.
- X. Reports  
The Provider shall furnish all reports required by the Department, whether required by statute, rule or policy. Any report not designated by statute, rule or policy shall be provided by the Provider, pursuant to notice of the report by the Contract Manager, in excess of sixty (60) days prior to the due date.
- Y. Taxes  
The State of Florida is exempt from the payment of tax.
- Z. Provider Licenses and Certifications  
The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract, to the Department's Contract Manager, prior to the execution of this Contract.
- AA. Confidentiality  
Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtain by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- AB. Modification or Re-negotiation  
Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original contract. The Department is not obligated to pay for costs related to this contract that were incurred prior to the date of contract execution or after the termination date. The parties agree to re-negotiate this Contract if federal and/or state revisions of any applicable laws, regulations or Department policy, manuals, or Quality Assurance standards make changes in this contract necessary.
- AC. Dispute Resolution  
Any dispute concerning performance of the Contract shall be decided by the Department's designated contract manager, who shall reduce the decision to writing and serve a copy on the Provider. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.

- AD. Severability  
If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- AE. Reporting Requirements  
The Provider shall comply with all Department reporting requirements not otherwise specified in this contract. The Provider shall develop an internal numbering process for all reports to ensure that all reports are present and maintained in accordance with Department policy.
- AF. Vendor Registration  
Prior to entering into a Contract with the Department, the selected Provider(s) must be registered with the Florida Department of Management Services (DMS) Vendor Registration System. To access online registration, log on to [www.myflorida.com](http://www.myflorida.com), and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, the following information is necessary:
1. Company name
  2. Tax ID type and number – The individual or company's Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
  3. Tax filing information – Including the business name on any 1099 tax form (where applicable)
  4. Location information:
    - a. A business name for each company location (if different from the company name)
    - b. A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
    - c. A contact person for the of the company's locations
  5. Commodity codes that describe the products and/or services the company provides
  6. The company's CMBE (Certified Minority Business Enterprises) information
  7. State-issued sequence number - available from DMS by faxing a request on company letterhead to 850-414-8331.
- AG. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
The Provider, by execution of this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency, pursuant to 34 CFR, part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Contract, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency.
- AH. Staff Training Costs
1. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider. All training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section II.
  2. For CORE licenses, the Provider is responsible for annually reimbursing the Department for the cost of securing these licenses in the amount of \$35.00 per FTE position as found in the Provider's approved budget. Payment for these costs shall be made to the Department as specified in Attachment L, which may be found at <http://www.djj.state.fl.us/Providers/contracts/index.html> and are due within one (1) month of the Contract start date and annually every year thereafter for the life of the Contract.



**XI. CAPTIONS**

The captions, section numbers, article numbers, title and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this agreement, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

**XII. EXHIBITS**

Exhibits to be included as part of this Contract:

Exhibit 1 Florida Single Audit Act and CSFA Exhibit 1  
Exhibit 2 Contract Census Report

This Contract, which includes all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

**IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.**

**PROVIDER**  
**MIAMI-DADE COUNTY JUVENILE**  
**SERVICES DEPARTMENT**

**STATE OF FLORIDA**  
**DEPARTMENT OF JUVENILE JUSTICE**

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** RICHARD D. DAVISON

**TITLE:** \_\_\_\_\_

**TITLE:** DEPUTY SECRETARY

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**VENDOR NUMBER:** F59-6000573-549

THIS CONTRACT IS NOT VALID UNTIL IT HAS BEEN SIGNED AND DATED BY BOTH PARTIES.

EXHIBIT 1  
 DEPARTMENT OF JUVENILE JUSTICE  
**FLORIDA SINGLE AUDIT ACT**  
**CHECK LIST FOR COMPLIANCE WITH FEDERAL AND DEPARTMENTAL AUDIT REQUIREMENTS**  
**PART I AND/OR II APPLIES**

NOTE: FOR ADDITIONAL INFORMATION, PLEASE GO TO:

<https://apps.fldfs.com/fsaa/links.aspx>

Resources awarded by the Department to the Provider are subject to audits and monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that an audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by Department staff to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends \$500,000 or more in Federal awards in its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 6.1 to this Contract indicates Federal resources awarded through the Department by this Contract. In determining the Federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Provider resources obtained from other than Federal entities).

**PART II: STATE FUNDED**

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Provider, the Provider must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 6.1 to this Contract indicates state financial assistance awarded through the Department by this Contract. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance

- does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Provider shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  3. If the Provider expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider's resources obtained from other than State entities).

**PART III: OTHER AUDIT REQUIREMENTS**

Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State-awarding agency must arrange for funding the full cost of such additional audits.)

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:
  - A. The Contract Manager listed in this Contract.
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this Contract and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the Contract Manager listed in this Contract.
3. Copies of financial reporting packages required by PART II of this Contract shall be submitted within six months of the end of the Provider's fiscal year, by or on behalf of the Provider directly to each of the following:
  - A. The Contract Manager listed in this Contract.
  - B. The Auditor General's Office at the following address:  
Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by PART III of this Contract shall be submitted by or on behalf of the Provider directly to the Contract Manager listed in this Contract.
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Providers, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650

(nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

1. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

*NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

**FSAA EXHIBIT 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$  
(amount)

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

List applicable compliance requirements as follows:

1. First applicable compliance requirement (e.g., what services/purposes resources must be used for).
2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).
3. Etc.

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

*NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$  
(amount)

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.*

State Project

Department of Juvenile Justice - \$627,595.80.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of Juvenile Justice for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

*NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*

PROGRAM NAME: \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_ FOR THE MONTH OF: \_\_\_\_\_

[illegible]

PLACE AN "X" FOR EACH DAY THE YOUTH IS IN THE PROGRAM AND / OR RECEIVING SERVICES.

	_____
NO. OF DAYS = OTHER (O)	
	_____
NO. OF DAYS = HOUSING (H)	

SIGNATURE OF PROVIDER AGENCY OFFICIAL \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_